

BEFORE RAJENDER KUMAR, ADJUDICATING OFFICER, HARYANA REAL ESTATE REGULATORY AUTHORITY, GURUGRAM.

Complaint No. :1333-2025
Date of Decision: 23.07.2026

Kulbhushan Singal and Rekha Rani Singal, resident of H.No.1064, Sector-46, Gurugram.

..... Complainants

Versus

M/s Ansal Housing Limited, 606, 6th floor, Indra Prakash, 21 Barakhamba Road, New Delhi-110001.

..... Respondent

APPEARANCE

For Complainants:
For Respondent:

Mr. Rajesh Kumar, Advocate.
Respondent exparte and its defence was struck of vide order dated 21.07.2025.

ORDER

This is a complaint filed by Mr. Kulbhushan Singal and Ms. Rekha Singhal (allottees) under section 31 of The Real Estate (Regulation and Development), Act 2016 (in brief "Act of 2016") read with rule 28 of the

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Haryana Real Estate (Regulation and Development) Rules, 2017 (in short 'the Rules') against M/s Ansal Housing and Construction Ltd. (promoter).

2. Briefly stated, according to complainants, on 28.09.2012, they entered into a Flat Buyer's Agreement (FBA) with the respondent to purchase an apartment/Unit No.C-704, Sector-86, Gurugram, in the project "Ansal Heights 86". Total sale consideration was agreed at Rs.71,62,816/-. Out of said amount of Rs.71,62,816/-, they (complainants) paid Rs.68,56,479/-. A substantial part of the payment was made by them by taking a loan, on compound interest @ 9.50% per annum from Axis Bank, Gurugram. The possession of the unit was to be handed over within 42 months of the execution of the agreement i.e. on or before 27.09.2016.

3. That the respondent failed to deliver physical possession of the unit to them (complainants) till 27.09.2016. Thereafter, a period of more than 8 years had elapsed, but the project is still incomplete. When the respondent threatened them to cancel their unit, they (complainants) filed a complaint no.2475/2021, wherein DPC was allowed by the Authority from the date of possession i.e. 28.09.2016 till the actual handing over of possession. The respondent neither handed over possession of the unit till date nor paid even a single penny, towards monthly interest. The Developer

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is not registered with RERA and even Occupation Certificate has not been received.

4. Contending all this, complainants have sought following reliefs:

- i. to direct the respondent to pay Rs.76 lakhs as compensation on account of rental loss to him for 95 months.
- ii. to direct the respondent to pay Rs.26 lakhs as compensation towards compound interest paid by him to the bank
- iii. to direct the respondent to pay Rs.10 lakhs as compensation for causing mental agony and
- iv. to direct the respondent to pay Rs.5 lakhs as cost of litigation.

5. The respondent did not appear during the proceedings despite service of notice. It was proceeded ex parte and defence of same (respondent) was struck off vide order dated 21.07.2025.

6. Complainants filed affidavit in evidence in support of their claim. I have heard learned counsel for the complainants and perused the record on file.

7. During deliberations, it is pointed out by learned counsel for complainants that his clients approached the Authority seeking delay possession compensation for delay of delivery of the possession and that complaint has been allowed by the Authority vide order dated 30.03.2022,



copy of which has been put on file. The respondent in that case has been directed to pay interest at the prescribed rate of 9.30% per annum for every month of delay from the due date of possession i.e. 28.09.2016 till the actual handing over of the possession, apart from some other reliefs.

8. It is contended by learned counsel for the complainants that despite said order of the Authority, it is for the Adjudicating Officer to allow compensation for delay in handing over possession, in view of section 72 of Act of 2016. Learned counsel reminded that this Forum (AO) has jurisdiction to allow compensation in view of Sections 12, 14, 18 and 19 of said Act. Section 18 (3) prescribes for liability of promoter to pay compensation to the allottees, if same (promoter) fails to discharge any other obligation imposed on him under this Act or the rules or regulations made thereunder or in accordance with the terms and conditions of the agreement for sale. Learned counsel claims that where the respondent (promoter) failed to discharge its obligation of handing over possession in agreed time, as per terms and conditions of BBA, same is liable to pay compensation.

9. True, as per section 71, the Adjudicating Officer has been appointed for the purpose of adjudging compensation under sections 12, 14, 18 and 19 of the Act. There is no denial that in case, promoter fails to

discharge his obligation imposed upon him under this Act or rule & regulations made thereunder or in accordance with the terms and conditions of the agreement for sale, he is liable to pay compensation to the allottee as prescribed under this Act.

10. It is worth mentioning here that complainants did not wish to withdraw from the project but prayed for delayed possession compensation, by filing a complaint with the Authority. The said complaint has already been allowed. Proviso added to sub section (1) of section 18 provides that where an allottee does not intend to withdraw from the project, he shall be paid by the promoter interest for every month of delay till handing over of possession, at such rate as may be prescribed. The parliament did not intend to provide compensation other than DPC in case allottee does not intend to withdraw from the project.

11. Following was held by Uttar Pradesh Real Estate Appellate Tribunal in case **"Greater Noida Industrial Development Authority vs. Ranjan Misra"** Appeal No. 70 of 2023 decided on 20.04.2023-----;

"13.9. If we closely examine the above two provisions, it comes out that in a case where the Allottee exists the projects, the Act expressly provides INTEREST AND COMPENSATION both, but in cases where the Allottee tends to stay in the project the Allottee is only entitled for interest

of every month till the handing over of the possession. Thus, the intention of the legislature was to provide Compensation only to those Allottees who exit the project and not to those who tends to stay in the project."

12. Similar was finding of Haryana Real Estate Appellate Tribunal in case "TATA Housing Development Company Limited vs. Nitin Singhal & Surendra Kumar Singhal, Appeal No.737 of 2023 decided on February 17,2026.

13. When complainants have already been allowed delayed possession compensation by the Authority for delay in handing over possession of allotted unit, there is no reason to allow separate compensation for same cause of action i.e. delay in delivering of possession.

Complaint in hands is thus dismissed. File be consigned to record room.

Announced in open court today i.e. on **23.07.2026**.


(Rajender Kumar)
Adjudicating Officer,
Haryana Real Estate Regulatory
Authority, Gurugram.

Present: Mr. Rajesh Kumar, Advocate for complainants.
Respondent exparte.

Complaint is disposed of, vide separate order today.

File be consigned to record room.



(Rajender Kumar)
Adjudicating Officer,
23.07.2026